

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the Matter of the Application of Southern )  
Pioneer Electric Company for Approval to )  
Make Certain Changes in its Irrigation ) Docket No. 17-SPEE-129-TAR  
Service Schedule in the Geographic Service )  
Territory Served by Southern Pioneer )  
Electric Company. )

**NOTICE OF FILING OF STAFF'S REPORT &  
RECOMMENDATION**

The Staff of the State Corporation Commission of the State of Kansas (Staff and Commission, respectively) files the attached Report and Recommendation and states as follows:

1. Staff hereby files the attached Report & Recommendation (R&R) analyzing the Application of Southern Pioneer Electric Company, Inc. (Southern Pioneer), seeking approval of revisions to its Irrigation Service Schedule tariff.

2. Staff recommends the Commission approve revised versions of Southern Pioneer's Irrigation Service tariff and Rules and Regulations tariffs, attached to Staff's R&R as Exhibits 1.1, 2.1, and 3.1. Staff's proposed revisions differ somewhat from the revisions initially proposed by Southern Pioneer. However, these changes were developed collaboratively with Southern Pioneer and are fully explained in Staff's R&R.

WHEREFORE Staff submits its Report and Recommendation and recommends the Commission approve the revised Southern Pioneer tariffs attached thereto as Exhibits 1.1, 2.1, and 3.1.

Respectfully submitted,



---

Andrew French, #24680  
Senior Litigation Counsel  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, KS 66604  
Phone: (785) 271-3361  
Fax: (785) 271-3167  
Email: [a.french@kcc.ks.gov](mailto:a.french@kcc.ks.gov)

**Attorney for Commission Staff**

## REPORT AND RECOMMENDATION UTILITIES DIVISION

**TO:** Chairman Jay Scott Emler  
Commissioner Shari Feist Albrecht  
Commissioner Pat Apple

**FROM:** Josh Frantz, Senior Research Economist  
Lana Ellis, Deputy Chief of Economics and Rates  
Robert Glass, Chief of Economics and Rates  
Jeff McClanahan, Director of Utilities

**DATE:** December 7, 2016

**SUBJECT:** Docket No. 17-SPEE-129-TAR: *In the Matter of the Application of Southern Pioneer Electric Company for Approval to Make Certain Changes in its Irrigation Service Schedule in the Geographic Service Territory Served by Southern Pioneer Electric Company.*

### **EXECUTIVE SUMMARY:**

Southern Pioneer Electric Company (Southern Pioneer or Company) has filed an Application for the purpose of making certain changes to its Schedule 16-IP-I (Irrigation Service Tariff). During Staff's review of Southern Pioneer's proposed changes to its Irrigation Service Tariff, it found that Schedule R&R Extensions in Southern Pioneer's Rules and Regulations required revisions as well. Through discovery and several conversations, Staff and Southern Pioneer have jointly revised the Irrigation Service Tariff, Schedule R&R Extensions, and Schedule R&R Index. Staff recommends approval of its proposed revisions.

### **BACKGROUND:**

On October 10, 2016, Southern Pioneer filed an Application for the purpose of making certain changes to its Irrigation Service Tariff.<sup>1</sup> In the Application, Southern Pioneer proposed the following changes to its Irrigation Service Tariff:<sup>2</sup>

---

<sup>1</sup> Application, (Oct. 10, 2016).

<sup>2</sup> *Id.* at p. 3.

- Change the contract term for initial service from five years to one year, and then year-to-year thereafter.
- Revise the Character of Service definition to be more succinct.
- Round-down the annual Demand Charge of \$38.01 per horsepower to \$38.00 per horsepower, for ease of calculation.
- Require the annual Demand Charge for irrigation service to be paid in twelve monthly installments, eliminating the requirement for payment over three months (April-June).
- Retitle “Minimum Charge” to “Minimum Annual Bill” and define: (i) the Minimum Annual Bill; (ii) the period covered by the Minimum Annual Bill; (iii) the responsibility of customers wishing to disconnect or down rate Irrigation Service to avoid the Minimum Annual Bill; and (iv) proration of the Annual Minimum Bill for Irrigation Services added mid-calendar year.
- Define “connected horsepower.”

Southern Pioneer’s proposed changes to its Irrigation Service Tariff were intended to better reflect Southern Pioneer’s current administration of its Irrigation Service Tariff in practice and remove cumbersome applications of the Irrigation Service Tariff to Southern Pioneer’s irrigation customers.<sup>3</sup>

Furthermore, Southern Pioneer explained that collecting the annual horsepower charge over twelve months (as opposed to only three months of the calendar year) eliminates a compressed financial burden on Southern Pioneer’s irrigation consumers without affecting the rate class’ revenue requirement.<sup>4</sup>

To achieve these changes, Southern Pioneer provided a revised version of its current Irrigation Service Tariff. Marked up and clean copies of Southern Pioneer’s proposed revisions to its Irrigation Service Tariff were included with the Application.

#### **ANALYSIS:**

Conceptually, Staff agrees with Southern Pioneer’s proposed revisions to its Irrigation Service Tariff. These revisions are discussed in more detail below. However, during its analysis, Staff determined that Southern Pioneer’s proposal requires several semantic revisions for clarity. In addition, Staff found that Southern Pioneer’s General Rules and Regulations also require revision. While Staff discovered a number of issues with these schedules, Staff is specifically recommending revisions to only Southern Pioneer’s line extension policy (Schedule R&R Extensions) and Schedule R&R Index.

Through discovery and several conversations, Staff’s proposed changes to Southern Pioneer’s Irrigation Service Tariff, Schedule R&R Extensions, and Schedule R&R Index have been mutually agreed upon between Southern Pioneer and Staff. Marked up and clean copies of Staff’s proposed Irrigation Service Tariff and Schedule R&R Extensions, and Schedule R&R Index, are attached here as Exhibits 1 through 3.

---

<sup>3</sup> *Id.* at p. 4.

<sup>4</sup> *Ibid.*

### Overview of Staff's proposed Schedule R&R Extensions

During its review of Southern Pioneer's Application, Staff discovered that the line extension policy for irrigation customers is briefly described in the current Irrigation Service Tariff but does not exist in Schedule R&R Extensions, which contains Southern Pioneer's other Line Extension Policies; therefore, Staff's proposed Schedule R&R Extensions inserts a new subsection entitled "Extension of Distribution Lines for Irrigation," which defines the line extension policy for irrigation customers in detail.

The 21% annual line extension customer charge was converted into a monthly 1.75% monthly line extension customer charge to better sync with the duration of the Contracts for Line Extension.

Additionally, to reflect Southern Pioneer's current practice, Staff's proposed Schedule R&R Extensions adds language to the extension policy for rural, urban, and irrigation customers that explicitly states the customer may remit a lump sum payment of extension fees with the signed Contract for Line Extension. Furthermore, to reflect actual practice, Staff's proposed Schedule R&R Extensions states that extensions of rural distribution lines are property of the Company.

### Overview of Staff's proposed Schedule R&R Index

Schedule R&R Index has been revised to align with Staff's proposed revisions to Schedule R&R Extensions.

### Overview of Staff's proposed Irrigation Service Tariff

Because the irrigation line extension policy is moved to Staff's proposed Schedule R&R Extensions, the Extension Policy section of Staff's proposed Irrigation Service Tariff now simply states, "As per Schedule R&R Extensions."

Aside from the aforementioned proposed changes to the Extension Policy section of Southern Pioneer's Irrigation Service Tariff, many of Staff's proposed changes are intended to more precisely express terms and calculations that are deemed as annual or monthly.

Staff has no concerns with Southern Pioneer's proposed reduction in the service contract period from five years to one year in order to reflect actual practice, so this change is included in Staff's proposal. Staff also has no concerns with Southern Pioneer's proposed definition of Character of Service, so this change is also included in Staff's proposal. Furthermore, Staff has no concerns with collecting the annual horsepower charge over twelve months (as opposed to only three months of the calendar year) to eliminate a compressed financial burden on Southern Pioneer irrigation consumers, so this change is included in Staff's proposal, as well.

Although Southern Pioneer's proposal reduced the minimum annual demand charge per horsepower by one cent to \$38.00, Staff's proposal retains the original minimum annual demand charge of \$38.01 per horsepower. In KCC DR 3, Staff questioned whether the reduction of the Demand Charge to an even \$38.00 per horsepower truly simplified the calculation process as neither \$38.01 nor \$38.00 divide into twelve (for monthly calculation) without a remainder. In response, Southern Pioneer agreed that "...unless the [horsepower] charge is divisible by a factor of 12, it does result in a remainder and

therefore does not necessarily ease the calculation... [Therefore] Southern would be inclined to leave the \$38.01..."<sup>5</sup>

Because the term "connected horsepower," which is synonymous with "contracted horsepower," is explicitly defined in Southern Pioneer's proposal, Staff's proposal changes all references to "contracted" horsepower to "connected" horsepower.

**RECOMMENDATION:**

During its review of Southern Pioneer's proposed changes to its Irrigation Service Tariff, Staff found that Schedule R&R Extensions in Southern Pioneer's Rules and Regulations required revisions as well. Through discovery and several conversations, Staff and Southern Pioneer have jointly revised the Irrigation Service Tariff, Schedule R&R Extensions, and Schedule R&R Index. Staff recommends approval of its proposed Irrigation Service Tariff (attached here as Exhibit 1.1), Schedule R&R Extensions (attached here as Exhibit 2.1), and Schedule R&R Index (attached here as Exhibit 3.1).

---

<sup>5</sup> Southern Pioneer's response to KCC DR 3.

**EXHIBIT 1.1**

**Clean Copy of Staff's Proposed Schedule 16-IP-I Revision 1**

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: 16-IP-I Revision 1Replacing Schedule 16-IP-I Sheet 1Which was filed August 2, 2016SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

IRRIGATION SERVICEAVAILABILITY

This schedule is available for irrigation power only. Service under this schedule shall be under contract for one year and from year to year thereafter.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single or three phase, at available voltage.

NET MONTHLY BILLDemand Charge

Per horsepower connected

\$3.1675

plus

Customer Charge

Line extension charge, if any, as per Schedule R&amp;R Extensions.

plus

Delivery Charge\*

For all bills dated

November 1 through June 30 inclusive, per kWh

\$0.08453

For all bills dated

July 1 through October 31 inclusive, per kWh

\$0.09553

\*The delivery charges are subject to the Energy Cost Adjustment Clause.

MINIMUM ANNUAL DEMAND CHARGE

\$38.01 per horsepower connected per year, paid in twelve (12) monthly installments.

The period covered by the Minimum Annual Demand Charge shall begin at 12:01 a.m. on January 1<sup>st</sup> and end at midnight on the following December 31<sup>st</sup>. Should the customer wish to disconnect or down rate the service, it is the customer's responsibility to notify the Company of its intent at least five (5) business days prior to January 1<sup>st</sup> of the upcoming calendar year to avoid the Minimum Annual Demand Charge.

Issued \_\_\_\_\_ 2016  
Month Day YearEffective \_\_\_\_\_ 2016  
Month Day YearBy \_\_\_\_\_  
Randall D. Magnison Executive VP-Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: 16-IP-I Revision 1Replacing Schedule 16-IP-I Sheet 2Which was filed August 2, 2016SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

Should a customer connect a new irrigation service mid-calendar year, the Minimum Annual Demand Charge will be prorated and billed in monthly installments from the time the service is connected through the remainder of such calendar year. However, should a customer request irrigation service mid-calendar year for an existing well previously connected, and which has not been connected during the current calendar year, the Minimum Annual Demand Charge will be billed as though the service connection was as of January 1<sup>st</sup> of the then current calendar year.

CONTRACT MINIMUM

Ten (10) connected horsepower

CONNECTED HORSEPOWER

The connected horsepower shall be that stated by the manufacturer on the nameplate of the motor, or the sum of such ratings if more than one motor is connected for use, or at the option of the Company, by proper test under conditions of maximum operating load.

EXTENSION POLICY

As per Schedule R&amp;R Extensions.

DELAYED PAYMENT

As per Schedule R&amp;R Billing.

TERMS AND CONDITIONS

Service will be rendered under Company's Rules and Regulations as filed with the Kansas Corporation Commission.

Issued \_\_\_\_\_ 2016  
Month Day YearEffective \_\_\_\_\_ 2016  
Month Day YearBy \_\_\_\_\_  
Randall D. Magnison Executive VP-Assistant CEO

**EXHIBIT 1.2**

**Marked Up Copy of Staff's Proposed Schedule 16-IP-I Revision 1**

SOUTHERN PIONEER ELECTRIC CO.  
(Name of Issuing Utility)

Schedule: 16-IP-I Revision 1

Replacing Schedule 165-IP-I, Sheet 1  
Which was filed August/July 230, 20165

SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

IRRIGATION SERVICE

AVAILABILITY

This schedule is available for irrigation power only. Service under this schedule shall be under contract for ~~an ORIGINAL period of five years~~ one year and from year to year thereafter.

CHARACTER OF SERVICE

Alternating current, 60 cycles, ~~single or three phase, at available voltage. 230-volt, 3-phase. Where only single-phase service is available, motors of less than ten (10) horsepower may be connected if in the judgment of the Company such service can be rendered without unduly affecting existing service. Not more than one (1) irrigation connection shall be made on any single phase extension.~~

NET MONTHLY BILL

Demand Charge

Per horsepower ~~connected~~ contracted per year \$3.167538.01  
(nameplate rating)

plus

Customer Charge

Line extension charge, if any, as per Schedule R&R Extensions.

plus

Delivery Charge\*

For all bills dated  
November 1 through June 30 inclusive, per kWh \$0.08453

For all bills dated  
July 1 through October 31 inclusive, per kWh \$0.09553

\*The delivery charges are subject to the Energy Cost Adjustment Clause.

MINIMUM ANNUAL DEMAND CHARGE

\$38.01 per horsepower connected contracted per year, which is the Demand charge, plus extension charge, if any. (Minimum charge does not include the delivery charge). paid in twelve (12) monthly installments.

The period covered by the Minimum Annual Demand Charge shall begin at 12:01 a.m. on January 1<sup>st</sup> and end at midnight on the following December 31<sup>st</sup>. Should the customer wish to disconnect or down rate the service, it is the customer's responsibility to notify the Company of its intent at least five (5) business days prior to January 1<sup>st</sup> of the upcoming calendar year to avoid the Minimum Annual Demand Charge.

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP-Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: 16-IP-I Revision 1Replacing Schedule 165-IP-I Sheet 2  
Which was filed August/July 230, 20165SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

Should a customer connect a new irrigation service mid-calendar year, the Minimum Annual Demand Charge will be prorated and billed in monthly installments from the time the service is connected through the remainder of such calendar year. However, should a customer request irrigation service mid-calendar year for an existing well previously connected, and which has not been connected during the current calendar year, the Minimum Annual Demand Charge will be billed as though the service connection was as of January 1<sup>st</sup> of the then current calendar year.

CONTRACT MINIMUMTen (10) connected horsepowerCONNECTED HORSEPOWER

The connected horsepower shall be that stated by the manufacturer on the nameplate of the motor, or the sum of such ratings if more than one motor is connected for use, or at the option of the Company, by proper test under conditions of maximum operating load.

ENERGY COST ADJUSTMENT

~~————The delivery charges are subject to the Energy Cost Adjustment Clause.~~

EXTENSION POLICY

~~As per Schedule R&R Extensions. Where the cost of extending service to the irrigation customer exceeds \$50.00 per horsepower contracted, the customer will pay in addition to the "minimum charge" set forth above an additional annual minimum charge equal to twenty-one percent (21%) per year of the added investment in such facilities.~~

PAYMENT

~~Minimum charges shall be payable ————— 50% April 1  
————— 25% May 1  
————— 25% June 1~~

DELAYED PAYMENTAs per Schedule DPCR&R Billing.TERMS AND CONDITIONS

Service will be rendered under Company's Rules and Regulations as filed with the Kansas Corporation Commission.

Issued \_\_\_\_\_ 2016  
Month Day YearEffective \_\_\_\_\_ 2016  
Month Day YearBy \_\_\_\_\_  
Randall D. Magnison Executive VP-Assistant CEO

**EXHIBIT 2.1**

**Clean Copy of Staff's Proposed Schedule R&R Extensions**

Index No.        R8

Schedule: R&R ExtensionsReplacing Schedule INITIAL

Which was filed November 21, 2013

Sheet 1 of 6 Sheets

## VIII. LINE EXTENSION POLICY

### A. EXTENSION OF URBAN DISTRIBUTION LINES

1) Extension Charge

a. Company shall make extensions to its distribution system as and when necessary to serve any and all prospective customers located within corporate limits of city applying for such service, provided, however, that Company shall not be required to make any extension of its lines to reach and serve any customer who shall be located more than three hundred (300) feet from existing pole or wire lines or where the revenue to be derived from such service will be insufficient to yield an adequate return upon the investment required to serve such customer or customers, unless the customer or customers applying for such service will enter into a contract to be approved by the Company under the terms of which the customer agrees to either remit, with the signed Contract for Line Extension, a lump sum payment equal to the additional cost of the extension or an increase to existing customer charge equal to one and one-half percent (1-1/2%) per month of the cost of the extension.

b. If the lump sum payment was not remitted, as evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

## 2) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred equipment. Material cost will be the invoice cost of materials plus warehouse and handling charges.

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By Randall D. Magnuson Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R Extensions

Replacing Schedule INITIAL

Which was filed November 21, 2013

### SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 6 Sheets

### 3) Determination of Free Limit

The distance of the Customer's premises from the nearest existing circuit of adequate capacity, sufficient and suitable to provide service to the customer and to other customers thereto connected shall be used in determining whether customer is entitled to a free extension. Distances shall be measured along streets and alleys or dedicated easements provided for utilities and not across private property.

#### 4) Right-of-Way and Franchise Limitations

Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines, or other facilities to premises of prospective customers within the corporate city limits. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions requested, but will not undertake to make extensions on streets or alleys not covered by lawful franchise grants.

### 5) Extensions on Unimproved Streets and Alleys

Company shall not be required to construct any extensions of distribution pole lines in any streets or alleys for which the property lines, sidewalk lines and curb lines have not been established by the city, nor on any streets or alleys which have not been previously graded by the city except where, although the street or alley is ungraded, the grade shall have been established and the contour of the ground shall not be more than twelve (12) inches above or below the established grade at the proposed locations of Company's poles.

### 6) Extension – Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

## 7) Area Development

If the promoter, developer or owner of a development area request that Company construct its distribution system therein in advance of the completion of a substantial number of houses, Company may require a deposit from the promoter, developer or owner in sufficient amount to cover the cost of Company's distribution system, but the deposit shall be refunded without interest to the said promoter, developer or owner, proportionately, as the houses or buildings are constructed, occupied and connected to the distribution system during the succeeding five (5) years. Deposits not refunded within the five (5) year period shall be forfeited to the Company. It is the developers' responsibility to inform the Company when houses have been constructed.

Issued \_\_\_\_\_ 2016  
Month Day Year

Month	Day
-------	-----

Effective \_\_\_\_\_ 2016  
Month Day Year

Month	Day
-------	-----

By Randall D. Magnison Executive VP - Assistant CEO

Randall D. Magnison Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R Extensions

SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule INITIALWhich was filed November 21, 2013

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 3 of 6 Sheets

**B. EXTENSION OF RURAL DISTRIBUTION LINES****1) Extension Charges**

a. The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase distribution system per Customer. In the event the line extension exceeds one-quarter (1/4) mile per customer, the Customer may remit, with the signed Contract for Line Extension, a lump sum payment equal to the additional cost of the intermediate line, otherwise a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1-1/2%) of the construction cost of the intermediate line will be required.

b. Whenever the Company extends a multiphase line or converts an existing line to furnish multiphase service to any Customer in its territory under the filed Rate Schedules, the Customer may remit, with the signed Contract for Line Extension, a lump sum payment equal to the cost of the Company's investment in facilities necessary to provide that service, otherwise a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1- 1/2%) of the Company's investment in facilities necessary to provide that service will be required.

c. If a lump sum payment was not remitted, as evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

**2) Analysis of Extension**

When one or more prospective rural customers make application for electric service, the Company will investigate the extension, ascertain the number of customers who can be advantageously served, the number who contract for service under the terms herein prescribed to determine if the extension is justified.

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R Extensions

Replacing Schedule INITIAL

Which was filed November 21, 2013

### SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 6 Sheets

### 3) Additional Customers

If, within five (5) years from the date when service is first established on a rural extension, additional rural customers are connected directly to the extension, or to any subsequent extension, then a new determination of average extension per customer served by the extension will be made. In such cases each new customer shall guarantee to the Company a customer charge based on the adjusted average total extension per customer served, and the guarantees of customers already being served by the extension shall be adjusted so that the guarantees of all customers served from the extension will be uniform; provided that no such redetermination shall be made as will increase the customer charge already established for and required from existing customers.

#### 4) Rates for Cities and Villages Excluded

Nothing in these rules shall be deemed to determine the rates for electric service to cities, unincorporated towns or villages, summer resorts, summer cottages, or other closely grouped buildings, or to dance halls, roadside hotels, eating houses or refreshment stands or isolated filling stations, service to which is made available by the construction of a rural extension. The rates for such service are expressly reserved for separate consideration and adjustment in view of the particular facts and circumstances pertaining thereto.

### 5) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred costs. Material cost will be in the invoice cost of materials plus warehouse and handling charges.

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

## 6) Right-of-Way

The Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines.

### 7) Extension – Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

Issued \_\_\_\_\_ 2016  
Month Day Year

Month	Day
-------	-----

Effective \_\_\_\_\_ 2016  
Month Day Year

Month Day

By Randall D. Magnison Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R Extensions

SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule INITIALWhich was filed November 21, 2013

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 5 of 6 Sheets

C. DOUBTFUL OR UNUSUAL EXTENSIONS1) Doubtful Extensions

If, in the judgment of Company, the extension is of such length or requires unusual construction costs and the prospective business which may be developed by it is so meager as to make it doubtful whether the business from the extension will ever pay a fair return on the investment, Company reserves the right to refuse to make such extension requested until the matter shall have been referred to the Commission for investigation and determination as to the reasonableness of such extension.

2) Customer's Guarantee

When the Customer's load requirements are unusually large or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the customer requirements, the Company may require a service agreement to be for an initial term of more than one year and a deposit sufficient to secure the Company's investment. If terminated or canceled prior to fulfillment of the contract, the payment by the customer shall be forfeited in the amount as may be necessary to protect the investment of the Company.

D. EXTENSION OF DISTRIBUTION LINES FOR IRRIGATION1) Extension Charge

a. Where the cost of extending service to the irrigation customer exceeds \$50.00 per horsepower connected, the Customer may remit, with the signed Contract for Line Extension, a lump sum payment equal to the additional cost of the added investment in such facilities. Otherwise a monthly Customer Charge equal to one and three-quarters percent (1-3/4%) of the additional cost of the added investment in such facilities will be required.

b. If a lump sum payment was not remitted, as evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

2) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred equipment. Material cost will be the invoice cost of materials plus warehouse and handling charges.

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R ExtensionsSERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule INITIALWhich was filed November 21, 2013No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 6 of 6 Sheets

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

3) Right-of-Way

The Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines.

4) Extension – Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

5) Additional Customers

a. If, within five (5) years from the date when service is first established on an irrigation extension, additional customers are connected directly to the extension, or to any subsequent extension at the same phase and voltage then a new determination of average extension per customer served by the extension will be made. In such cases, each new customer shall guarantee to the Company a customer charge based on the adjusted average total extension cost per customer served, and the guarantees of customers already being served by the extension shall be adjusted so that the guarantees of all customers served from the extension will be uniform; provided that no such redetermination shall be made as will increase the customer charge already established for and required from existing customers.

b. If additional customers are connected directly to the irrigation extension or to any subsequent extension at a lesser phase and voltage, the guarantees of customers already being served by the extension shall be allocated among all customers served from the extension, but the total customer charge for those customers served at the lesser phase and voltage shall not exceed the actual cost necessary to serve those customers.

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

**EXHIBIT 2.2**

**Marked Up Copy of Staff's Proposed Schedule R&R Extensions**

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R Extensions

## SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule INITIALORIGINAL  
Which was filed November 21, 2013 INITIALNo supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 1 of 65 SheetsVIII. LINE EXTENSION POLICYA. EXTENSION OF URBAN DISTRIBUTION LINES1) Extension Charge

a. Company shall make extensions to its distribution system as and when necessary to serve any and all prospective customers located within corporate limits of city applying for such service, provided, however, that Company shall not be required to make any extension of its lines to reach and serve any customer who shall be located more than three hundred (300) feet from existing pole or wire lines or where the revenue to be derived from such service will be insufficient to yield an adequate return upon the investment required to serve such customer or customers, unless the customer or customers applying for such service will enter into a contract to be approved by the Company under the terms of which the customer agrees to either remit, with the signed Contract for Line Extension, a lump sum payment equal to the additional cost of the extension or an increase to existing customer charge equal to one and one-half percent (1-1/2%) per month of the cost of the extension.

b. If the lump sum payment was not remitted, as evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

2) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred equipment. Material cost will be the invoice cost of materials plus warehouse and handling charges.

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

Issued                      2016  
Month Day YearEffective                      2016  
Month Day YearBy                       
Randall D. Magnison Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R Extensions

Replacing Schedule INITIALORIGINAL

Which was filed November 21, 2013 INITIAL

### SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 65 Sheets

### 3) Determination of Free Limit

The distance of the Customer's premises from the nearest existing circuit of adequate capacity, sufficient and suitable to provide service to the customer and to other customers thereto connected shall be used in determining whether customer is entitled to a free extension. Distances shall be measured along streets and alleys or dedicated easements provided for utilities and not across private property.

#### 4) Right-of-Way and Franchise Limitations

Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines, or other facilities to premises of prospective customers within the corporate city limits. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions requested, but will not undertake to make extensions on streets or alleys not covered by lawful franchise grants.

### 5) Extensions on Unimproved Streets and Alleys

Company shall not be required to construct any extensions of distribution pole lines in any streets or alleys for which the property lines, sidewalk lines and curb lines have not been established by the city, nor on any streets or alleys which have not been previously graded by the city except where, although the street or alley is ungraded, the grade shall have been established and the contour of the ground shall not be more than twelve (12) inches above or below the established grade at the proposed locations of Company's poles.

### 6) Extension - Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

## 7) Area Development

If the promoter, developer or owner of a development area request that Company construct its distribution system therein in advance of the completion of a substantial number of houses, Company may require a deposit from the promoter, developer or owner in sufficient amount to cover the cost of Company's distribution system, but the deposit shall be refunded without interest to the said promoter, developer or owner, proportionately, as the houses or buildings are constructed, occupied and connected to the distribution system during the succeeding five (5) years. Deposits not refunded within the five (5) year period shall be forfeited to the Company. It is the developers' responsibility to inform the Company when houses have been constructed.

Issued \_\_\_\_\_ 2016  
Month Day Year

Month	Day
-------	-----

Effective \_\_\_\_\_ 2016  
Month Day Year

Month	Day
-------	-----

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Schedule: R&R ExtensionsReplacing Schedule INITIALORIGINAL

Which was filed November 21, 2013 INITIAL

Sheet 3 of 65 Sheets

### B. EXTENSION OF RURAL DISTRIBUTION LINES

### 1) Extension Charges

a. The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase distribution system per Customer. In the event the line extension exceeds one-quarter (1/4) mile per customer, the Customer may remit, with the signed Contract for Line Extension, a lump sum payment equal to the additional cost of the intermediate line, otherwise a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1-1/2%) of the construction cost of the intermediate line will be required.

b. Whenever the Company extends a multiphase line or converts an existing line to furnish multiphase service to any Customer in its territory under the filed Rate Schedules, the Customer may remit, with the signed Contract for Line Extension, a lump sum payment equal to the cost of the Company's investment in facilities necessary to provide that service, otherwise a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1- 1/2%) of the Company's investment in facilities necessary to provide that service will be required.

c. If a lump sum payment was not remitted, As evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of at least-five (5) years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

## 2) Analysis of Extension

When one or more prospective rural customers make application for electric service, the Company will investigate the extension, ascertain the number of customers who can be advantageously served, the number who contract for service under the terms herein prescribed to determine if the extension is justified.

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Schedule: R&R Extensions

(Name of Issuing Utility)

Replacing Schedule INITIALORIGINAL

Which was filed November 21, 2013 INITIAL

## SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 65 Sheets

### 3) Additional Customers

If, within five (5) years from the date when service is first established on a rural extension, additional rural customers are connected directly to the extension, or to any subsequent extension, then a new determination of average extension per customer served by the extension will be made. In such cases each new customer shall guarantee to the Company a customer charge based on the adjusted average total extension per customer served, and the guarantees of customers already being served by the extension shall be adjusted so that the guarantees of all customers served from the extension will be uniform; provided that no such redetermination shall be made as will increase the customer charge already established for and required from existing customers.

#### 4) Rates for Cities and Villages Excluded

Nothing in these rules shall be deemed to determine the rates for electric service to cities, unincorporated towns or villages, summer resorts, summer cottages, or other closely grouped buildings, or to dance halls, roadside hotels, eating houses or refreshment stands or isolated filling stations, service to which is made available by the construction of a rural extension. The rates for such service are expressly reserved for separate consideration and adjustment in view of the particular facts and circumstances pertaining thereto.

### 5) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred costs. Material cost will be in the invoice cost of materials plus warehouse and handling charges.

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

## 6) Right-of-Way

The Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines.

## 7) Extension – Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R ExtensionsReplacing Schedule INITIALORIGINAL

Which was filed November 21, 2013 INITIAL

### SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 5 of 65 Sheets

C. DOUBTFUL OR UNUSUAL EXTENSIONS

### 1) Doubtful Extensions

If, in the judgment of Company, the extension is of such length or requires unusual construction costs and the prospective business which may be developed by it is so meager as to make it doubtful whether the business from the extension will ever pay a fair return on the investment, Company reserves the right to refuse to make such extension requested until the matter shall have been referred to the Commission for investigation and determination as to the reasonableness of such extension.

## 2) Customer's Guarantee

When the Customer's load requirements are unusually large or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the customer requirements, the Company may require a service agreement to be for an initial term of more than one year and a deposit sufficient to secure the Company's investment. If terminated or canceled prior to fulfillment of the contract, the payment by the customer shall be forfeited in the amount as may be necessary to protect the investment of the Company.

#### D. EXTENSION OF DISTRIBUTION LINES FOR IRRIGATION

### 1) Extension Charge

a. Where the cost of extending service to the irrigation customer exceeds \$50.00 per horsepower connected, the Customer may remit, with the signed Contract for Line Extension, a lump sum payment equal to the additional cost of the added investment in such facilities. Otherwise a monthly Customer Charge equal to one and three-quarters percent (1-3/4%) of the additional cost of the added investment in such facilities will be required.

b. If a lump sum payment was not remitted, as evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

## 2) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred equipment. Material cost will be the invoice cost of materials plus warehouse and handling charges.

Issued \_\_\_\_\_ 2016  
Month Day Year

Month Day

Effective \_\_\_\_\_ 2016  
Month Day Year

Month Day

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R Extensions

SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule INITIALORIGINALWhich was filed November 21, 2013 INITIALNo supplement or separate understanding  
shall modify the tariff as shown hereon.Sheet 65 of 65 Sheets

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

3) Right-of-Way

The Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines.

4) Extension – Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

5) Additional Customers

a. If, within five (5) years from the date when service is first established on an irrigation extension, additional customers are connected directly to the extension, or to any subsequent extension at the same phase and voltage then a new determination of average extension per customer served by the extension will be made. In such cases, each new customer shall guarantee to the Company a customer charge based on the adjusted average total extension cost per customer served, and the guarantees of customers already being served by the extension shall be adjusted so that the guarantees of all customers served from the extension will be uniform; provided that no such redetermination shall be made as will increase the customer charge already established for and required from existing customers.

b. If additional customers are connected directly to the irrigation extension or to any subsequent extension at a lesser phase and voltage, the guarantees of customers already being served by the extension shall be allocated among all customers served from the extension, but the total customer charge for those customers served at the lesser phase and voltage shall not exceed the actual cost necessary to serve those customers.

Issued                      2016  
Month Day Year

Effective                      2016  
Month Day Year

By                       
Randall D. Magnison Executive VP - Assistant CEO

**EXHIBIT 3.1**

**Clean Copy of Staff's Proposed Schedule R&R Index**

Index No.     R0    

Schedule: R&R IndexReplacing Schedule INITIAL

Which was filed November 21, 2013

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 5 Sheets

(INDEX)

	Sheet	Index No.
0. Index.....	1	R0
I. Definitions of Terms .....	1	R1
A. Company	1	R1
B. Customer	1	R1
C. Commission	1	R1
D. Rural Customer Defined	1	R1
E. Rural Extension Defined	1	R1
II. Arrangements for Service and Agreements .....	1	R2
A. Application for Service	1	R2
1) Customer Connection Charges	1	R2
2) Inspection of Installation	1	R2
3) Rate Application	1	R2
a. Rate Area I		
b. Rate Area III		
4) Information Regarding Rates	1	R2
B. Installation of New Service	2	R2
C. Oral Agreements	2	R2
1) Oral Connect/Disconnect Requests	2	R2
D. Service Agreements	2	R2
1) Residential Underground Distribution	2	R2
E. Residential Underground Distribution Policy	4	R2
1) The Developer Shall Provide the following:	4	R2
2) Application of Deposits	5	R2
3) Underground Service Cables to Homes	5	R2
4) Existing Homes	6	R2
5) Underground Single-Phase Primary Facilities in Rural Areas	6	R2
F. Commercial and Industrial Underground	7	R2
G. Service to Mobile Home Parks	8	R2
1) General Conditions	8	R2
2) Underground Service	9	R2

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Index No. R0

Schedule: R&R Index

### Replacing Schedule INITIAL

Which was filed November 21, 2013

Sheet 2 of 5 Sheets

No supplement or separate understanding shall modify the tariff as shown hereon.

	Sheet	Index No.
III. Credit and Security Deposit Regulations .....	1	R3
A. Security Deposits	1	R3
B. Application of Franchise Tax or Similar Tax Provision	6	R3
1) General Regulations	6	R3
2) Method of Billing	6	R3
3) Class of Customer Exempted	6	R3
IV. Billing and Payment .....	1	R4
A. General	1	R4
B. Responsibility for Payment of a Bill	3	R4
C. Delayed Payment Charges	3	R4
D. Cold Weather Rule	5	R4
1) Application	5	R4
2) Prohibitions on Disconnections	5	R4
3) Responsibilities of Customers	6	R4
4) Responsibilities of the Company	6	R4
5) Other Provisions	8	R4
a. Security Deposits		
b. Weatherization Programs		
c. Default		
d. Renegotiation of Cold Weather Rule Agreement		
e. Alternative Cold Weather Rule Plans	9	R4
E. Research and Development Surcharge-Electric	9	R4
1) Applicable	9	R4
2) Basis of Surcharge	9	R4
3) Method of Billing Surcharge	10	R4
F. Even Payment Plan	10	R4
1) Availability	10	R4
2) Application	10	R4
3) Eligibility	10	R4
4) Election	11	R4
5) Adjustment	12	R4
6) Termination	12	R4
7) General Rules and Regulations Applicable	12	R4

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Index No.     R0    

Schedule: R&R IndexReplacing Schedule INITIAL

Which was filed November 21, 2013

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 5 Sheets

	Sheet	Index No.
V. Discontinuance of Service .....	1	R5
A. General Reasons .....	1	R5
B. Discontinuance in Special Circumstances .....	3	R5
C. Notice of Discontinuance of Service .....	3	R5
D. Restoration of Service .....	5	R5
E. Review of Disputes .....	6	R5
F. Misapplication of Service .....	6	R5
G. Reselling or Redistributing Service .....	7	R5
VI. Customer's Service Obligations .....	1	R6
A. Liability Provisions .....	1	R6
1) Interruption of Service .....	1	R6
a. Liability of Customer .....		
b. Emergency Repairs .....		
2) Liability for Leakage and Damage .....	1	R6
3) Liability .....	1	R6
B. Compliance with Rate Schedules .....	2	R6
C. Compliance with Rules and Regulations .....	2	R6
1) Urban Rules .....	2	R6
D. Specifications of Electric Service .....	2	R6
1) Motors and Equipment .....	3	R6
a. General .....		
b. Motors .....		
c. Motor Starting Devices .....		
d. Allowable Motor Starting Currents on Overhead Systems .....		
2) Communications .....	5	R6
3) Current Fluctuation Control .....	6	R6
4) Protective Control Equipment .....	6	R6
E. Thermal Requirements for Residential and Commercial Electric Service .....	6	R6
1) Thermal Treatment .....	6	R6
F. Service Previously Installed .....	7	R6
G. Customer's Wiring .....	8	R6
H. Service for Large Use Customers .....	8	R6
I. Defective Equipment and Interrupted Service .....	8	R6

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

## THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R0

SOUTHERN PIONEER ELECTRIC CO.

Schedule: R&R Index

(Name of Issuing Utility)

Replacing Schedule INITIAL

## SERVICE AREA

Which was filed November 21, 2013

(Territory to which schedule is applicable)

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 4 of 5 Sheets

	<u>Sheet</u>	<u>Index No.</u>
VII. Utility's Service Obligations .....	1	R7
A. Type of Service	1	R7
B. Continuity of Service	1	R7
C. Temporary Service	1	R7
D. Request for Investigation	1	R7
E. Savings Clauses	1	R7
1) Rates	1	R7
2) Rules and Regulations of the State Corporation Commission	2	R7
3) Franchise Provisions	2	R7
F. Waiver of Requirements	2	R7
G. Maintenance and Replacement of Services	2	R7
H. Information Regarding Location and Character of Service	2	R7
I. Charges for Work Done on Customer's Premises	3	R7
J. Availability	3	R7
K. Schedule of Fees Section	3	R7
VIII. Line Extension Policy.....	1	R8
A. Extension of Urban Distribution Lines	1	R8
1) Extension Charge	1	R8
2) Basis of Determining Costs	1	R8
3) Determination of Free Limit	2	R8
4) Right of Way and Franchise Limitations	2	R8
5) Extensions on Unimproved Streets and Alleys	2	R8
6) Extension - Property of Company	2	R8
7) Area Development	2	R8
B. Extensions of Rural Distribution Lines	3	R8
1) Extension Charges	3	R8
2) Analysis of Extension	3	R8
3) Additional Customers	4	R8
4) Rates for Cities and Villages Excluded	4	R8
5) Basis for Determining Costs	4	R8
6) Right of Way	4	R8
7) Extension - Property of Company	4	R8
C. Doubtful or Unusual Extensions	5	R8
1) Doubtful Extensions	5	R8
2) Customer's Guarantee	5	R8
D. Extension of Distribution Lines for Irrigation	5	R8
1) Extension Charge	5	R8
2) Basis of Determination	5	R8
3) Right-of-Way	6	R8
4) Extension - Property of Company	6	R8
5) Additional Customers	6	R8

Issued 2016  
Month Day YearEffective 2016  
Month Day YearBy Randall D. Magnison Executive VP - Assistant CEO

## THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R0SOUTHERN PIONEER ELECTRIC CO.Schedule: R&R Index

(Name of Issuing Utility)

Replacing Schedule INITIALWhich was filed November 21, 2013SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding

shall modify the tariff as shown hereon.

Sheet 5 of 5 Sheets

	<u>Sheet</u>	<u>Index No.</u>
IX. Metering .....	1	R9
A. Point of Delivery .....	1	R9
B. Outside Meter Installations .....	1	R9
C. Single Metering of a Multiple Building Operation .....	2	R9
D. Inside Metering Installations .....	2	R9
E. Large Power Metering .....	2	R9
F. Multi-Metering Installations .....	3	R9
G. Meter Seals .....	3	R9
H. Accuracy and Tests .....	3	R9
I. Customer's Wiring Installation .....	3	R9
J. Customer Compliance with Safety Requirements .....	4	R9
K. Protection of Equipment on Customer's Premises .....	4	R9
L. Access to Customer's Premises .....	4	R9
M. Tampering with and Care of Company's Property .....	5	R9
N. Customer Meter Reading .....	5	R9
O. Standard of Accuracy .....	5	R9
P. Estimated Usage .....	5	R9
Q. Master Metering .....	8	R9
1) Applicable .....	8	R9
X. Parallel Generation Interconnection Regulations .....	1	R10
A. Applicability .....	1	R10
B. Purpose .....	1	R10
C. Procedures .....	1	R10
D. Technical Requirements for Interconnection .....	2	R10
E. Metering .....	3	R10
F. Liability Insurance .....	3	R10
G. System Impact and Facilities Studies .....	3	R10
H. Application Fees .....	4	R10
I. Construction or System Upgrade Fees .....	4	R10
J. Resolution of Disputes .....	4	R10
K. Exhibit A – Application for Interconnection and Parallel Operation with the Company's Distribution System .....	5	R10
L. Exhibit B – Interconnection Agreement for Parallel Generation Service .....	8	R10
M. Exhibit C – Parallel Generation Service Screening Process .....	18	R10
N. Exhibit D – Technical Requirements for Parallel Generation Service -Small .....	21	R10
O. Exhibit E – Technical Requirements for Parallel Generation Service -Large .....	34	R10

Issued \_\_\_\_\_ 2016  
                     Month           Day           Year

Effective \_\_\_\_\_ 2016  
                     Month           Day           Year

By \_\_\_\_\_  
                     Randall D. Magnison Executive VP - Assistant CEO

**EXHIBIT 3.2**

**Marked Up Copy of Staff's Proposed Schedule R&R Index**

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: R&R IndexReplacing Schedule ~~INITIAL~~ORIGINALWhich was filed November 21, 2013~~INITIAL~~

## SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 5 Sheets

GENERAL RULES & REGULATIONS  
APPLYING TO ELECTRIC SERVICE

## (INDEX)

	<u>Sheet</u>	<u>Index No.</u>
0. Index.....	1	R0
I. Definitions of Terms .....	1	R1
A. Company .....	1	R1
B. Customer .....	1	R1
C. Commission .....	1	R1
D. Rural Customer Defined .....	1	R1
E. Rural Extension Defined .....	1	R1
II. Arrangements for Service and Agreements .....	1	R2
A. Application for Service .....	1	R2
1) Customer Connection Charges .....	1	R2
2) Inspection of Installation .....	1	R2
3) Rate Application .....	1	R2
a. Rate Area I .....		
b. Rate Area III .....		
4) Information Regarding Rates .....	1	R2
B. Installation of New Service .....	2	R2
C. Oral Agreements .....	2	R2
1) Oral Connect/Disconnect Requests .....	2	R2
D. Service Agreements .....	2	R2
1) Residential Underground Distribution .....	2	R2
E. Residential Underground Distribution Policy .....	4	R2
1) The Developer Shall Provide the following: .....	4	R2
2) Application of Deposits .....	5	R2
3) Underground Service Cables to Homes .....	5	R2
4) Existing Homes .....	6	R2
5) Underground Single-Phase Primary .....	6	R2
Facilities in Rural Areas .....		
F. Commercial and Industrial Underground .....	7	R2
G. Service to Mobile Home Parks .....	8	R2
1) General Conditions .....	8	R2
2) Underground Service .....	9	R2

Issued 2016  
Month Day YearEffective 2016  
Month Day YearBy \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Index No.        R0

Schedule: R&R Index

Replacing Schedule INITIALORIGINAL  
Which was filed November 21, 2013INITIAL

(Territory to which schedule is applicable)

Sheet 2 of 5 Sheets

		Sheet	Index No.
III.	Credit and Security Deposit Regulations .....	1	R3
A.	Security Deposits	1	R3
B.	Application of Franchise Tax or Similar Tax Provision	6	R3
1)	General Regulations	6	R3
2)	Method of Billing	6	R3
3)	Class of Customer Exempted	6	R3
IV.	Billing and Payment .....	1	R4
A.	General	1	R4
B.	Responsibility for Payment of a Bill	3	R4
C.	Delayed Payment Charges	3	R4
D.	Cold Weather Rule	5	R4
1)	Application	5	R4
2)	Prohibitions on Disconnections	5	R4
3)	Responsibilities of Customers	6	R4
4)	Responsibilities of the Company	6	R4
5)	Other Provisions	8	R4
a.	Security Deposits		
b.	Weatherization Programs		
c.	Default		
d.	Renegotiation of Cold Weather Rule Agreement		
e.	Alternative Cold Weather Rule Plans	9	R4
E.	Research and Development Surcharge-Electric	9	R4
1)	Applicable	9	R4
2)	Basis of Surcharge	9	R4
3)	Method of Billing Surcharge	10	R4
F.	Even Payment Plan	10	R4
1)	Availability	10	R4
2)	Application	10	R4
3)	Eligibility	10	R4
4)	Election	11	R4
5)	Adjustment	12	R4
6)	Termination	12	R4
7)	General Rules and Regulations Applicable	12	R4

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Index No.        R0

SOUTHERN PIONEER ELECTRIC CO.

Schedule: R&R Index

(Name of Issuing Utility)

Replacing Schedule INITIALORIGINAL

Which was filed November 21, 2013 INITIAL

SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding

shall modify the tariff as shown hereon.

Sheet 3 of 5 Sheets

	Sheet	Index No.
V. Discontinuance of Service .....	1	R5
A. General Reasons .....	1	R5
B. Discontinuance in Special Circumstances .....	3	R5
C. Notice of Discontinuance of Service .....	3	R5
D. Restoration of Service .....	5	R5
E. Review of Disputes .....	6	R5
F. Misapplication of Service .....	6	R5
G. Reselling or Redistributing Service .....	7	R5
VI. Customer's Service Obligations .....	1	R6
A. Liability Provisions .....	1	R6
1) Interruption of Service .....	1	R6
a. Liability of Customer .....		
b. Emergency Repairs .....		
2) Liability for Leakage and Damage .....	1	R6
3) Liability .....	1	R6
B. Compliance with Rate Schedules .....	2	R6
C. Compliance with Rules and Regulations .....	2	R6
1) Urban Rules .....	2	R6
D. Specifications of Electric Service .....	2	R6
1) Motors and Equipment .....	3	R6
a. General .....		
b. Motors .....		
c. Motor Starting Devices .....		
d. Allowable Motor Starting Currents on Overhead Systems .....		
2) Communications .....	5	R6
3) Current Fluctuation Control .....	6	R6
4) Protective Control Equipment .....	6	R6
E. Thermal Requirements for Residential and Commercial Electric Service .....	6	R6
1) Thermal Treatment .....	6	R6
F. Service Previously Installed .....	7	R6
G. Customer's Wiring .....	8	R6
H. Service for Large Use Customers .....	8	R6
I. Defective Equipment and Interrupted Service .....	8	R6

Issued \_\_\_\_\_ 2016  
Month Day Year

Effective \_\_\_\_\_ 2016  
Month Day Year

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Index No.     R0    

Schedule: R&R IndexReplacing Schedule INITIALORIGINAL

Which was filed November 21, 2013 INITIAL

(Territory to which schedule is applicable)

Sheet 4 of 5 Sheets

By \_\_\_\_\_  
Randall D. Magnison Executive VP - Assistant CEO

Index No.     R0    

Schedule: R&R IndexReplacing Schedule INITIALORIGINAL

### SERVICE AREA

Sheet 5 of 5 Sheets

shall modify the tariff as shown hereon.

		Sheet	Index No.
IX.	Metering.....	1	R9
A.	Point of Delivery	1	R9
B.	Outside Meter Installations	1	R9
C.	Single Metering of a Multiple Building Operation	2	R9
D.	Inside Metering Installations	2	R9
E.	Large Power Metering	2	R9
F.	Multi-Metering Installations	3	R9
G.	Meter Seals	3	R9
H.	Accuracy and Tests	3	R9
I.	Customer's Wiring Installation	3	R9
J.	Customer Compliance with Safety Requirements	4	R9
K.	Protection of Equipment on Customer's Premises	4	R9
L.	Access to Customer's Premises	4	R9
M.	Tampering with and Care of Company's Property	5	R9
N.	Customer Meter Reading	5	R9
O.	Standard of Accuracy	5	R9
P.	Estimated Usage	5	R9
Q.	Master Metering	8	R9
	1) Applicable	8	R9
X.	Parallel Generation Interconnection Regulations .....	1	R10
A.	Applicability	1	R10
B.	Purpose	1	R10
C.	Procedures	1	R10
D.	Technical Requirements for Interconnection	2	R10
E.	Metering	3	R10
F.	Liability Insurance	3	R10
G.	System Impact and Facilities Studies	3	R10
H.	Application Fees	4	R10
I.	Construction or System Upgrade Fees	4	R10
J.	Resolution of Disputes	4	R10
K.	Exhibit A – Application for Interconnection and Parallel Operation with the Company's Distribution System	5	R10
L.	Exhibit B – Interconnection Agreement for Parallel Generation Service	8	R10
M.	Exhibit C – Parallel Generation Service Screening Process	18	R10
N.	Exhibit D – Technical Requirements for Parallel Generation Service -Small	21	R10
O.	Exhibit E – Technical Requirements for Parallel Generation Service -Large	34	R10

By Randall D. Magnuson Executive VP - Assistant CEO

## CERTIFICATE OF SERVICE


17-SPEE-129-TAR

I, the undersigned, certify that a true and correct copy of the above and foregoing Notice of Filing of Staff's Report & Recommendation was served via electronic service this 8th day of December, 2016, to the following:

ANDREW FRENCH, SENIOR LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604-4027  
Fax: 785-271-3314  
a.french@kcc.ks.gov

RANDY MAGNISON, EXEC VP & ASST CEO  
SOUTHERN PIONEER ELECTRIC COMPANY  
1850 W OKLAHOMA  
PO BOX 430  
ULYSSES, KS 67880-0430  
Fax: 620-356-4306  
rmagnison@pioneerelectric.coop

LINDSAY SHEPARD, EXECUTIVE VP - GENERAL  
COUNSEL  
SOUTHERN PIONEER ELECTRIC COMPANY  
1850 W OKLAHOMA  
PO BOX 430  
ULYSSES, KS 67880-0430  
Fax: 620-356-4306  
lshepard@pioneerelectric.coop

  
\_\_\_\_\_  
Vicki Jacobsen